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Linda J. Daley
Laplata County, CO

COPY

DOC # 132.83

WARRANTY DEED

THIS DEED, Made this 22nd day of April, 2003, between

RANCHO DURANGO, LTD., a California Limited Partnership

of the County of La Plata and State of Colorado, grantor and

GORTON FAMILY PARTNERSHIP, LLLP

whose legal address is 3883 County Road 207 Durango, Colorado 81301

of the County of La Plata and State of Colorado, grantee:

STATE DOCUMENTARY FEE
DATE 4-23-03
\$ 132.83

WITNESSETH, That the grantor, for and in consideration of the sum of

ONE MILLION THREE HUNDRED TWENTY EIGHT THOUSAND THREE HUNDRED THIRTY-THREE AND 58/100THS ----- DOLLARS

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, its successor and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of La Plata, State of Colorado, described as follows:

SEE EXHIBIT A, ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

also known by street and number as: vacant land, Durango, Colorado 81301

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, etc., in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee, its successors and assigns forever. And the grantor, for itself, its heirs and assigns, does covenant, grant, bargain, and agree to and with the grantee, its successors and assigns, that at the time of the sealing and delivery of these presents it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances, and restrictions of whatever kind or nature soever, except:

taxes for the year 2003 as payable in the year 2004 and as set forth above in connection with the description of the lands conveyed hereby.

The grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, The grantor has caused its partnership name to be subscribed hereto by VILLELLI ENTERPRISES, INC., as General Partner, by Thomas R. Vilelli, Vice President on the date set forth above.

RANCHO DURANGO, LTD., a California Limited Partnership

By: VILLELLI ENTERPRISES, INC., General Partner

By: Thomas R. Vilelli
Thomas R. Vilelli, Vice President

STATE OF Colorado
County of La Plata

The foregoing instrument was acknowledged before me this 22 day of April, 2003, by Thomas R. Vilelli, Vice President of VILLELLI ENTERPRISES, INC., as General Partner of RANCHO DURANGO, LTD., a California Limited Partnership.

My commission expires 5/29/2004

Witness my hand and official seal.
Richard E. Chapman
Notary Public



Tom Gorton
3883 CR 207 Durango CO 81301

DU 2831064

Exhibit A

The following described lands located in La Plata County, Colorado:

PARCEL B:

A TRACT OF LAND LOCATED IN SECTION 7 TOWNSHIP 35 NORTH, RANGE 8 WEST, N.M.P.M, LA PLATA COUNTY, COLORADO BEING THE SE1/4NW1/4, NE1/4SW1/4, SE1/4SW1/4, SW1/4NE1/4, NW1/4SE1/4, SW1/4SE1/4, SE1/4NE1/4, NE1/4SE1/4 OF SAID SECTION 7 LYING NORTH OF COUNTY ROAD 240.

LESS AND EXCEPT A TRACT OF LAND AS DESCRIBED IN THE DEED RECORDED TO THE COUNTY OF LA PLATA, A BODY CORPORATE AND POLITIC RECORDED IN THE OFFICE OF THE LA PLATA COUNTY, COLORADO CLERK AND RECORDER NOVEMBER 2, 1983 UNDER RECEPTION NO. 491172.

TOGETHER WITH the following described water and water rights::

0.25 c.f.s. of original adjudication in the Harris-Patterson Ditch, adjudicated in Case No. 1751 (Water Division 7) with an appropriation date of June 20, 1880 (priority F-9), as changed in Case No. 83CW19 (Water Division 7), but excluding therefrom an undivided 40.6% interest in this water right conveyed to the Edgemont Ranch Metropolitan District by a Water Deed dated February 12, 1997.

0.30 c.f.s. of original adjudication in the McCluer and Murray Ditch, adjudicated in Case No. 1751 (Water Division 7) with an appropriation date of May 15, 1881 (priority F-10), as changed in Case No. 83CW19 (Water Division 7), but excluding therefrom an undivided 40.6% interest in this water right conveyed to the Edgemont Ranch Metropolitan District by a Water Deed dated February 12, 1997.

Water rights in the Ogden-Shirmer Ditch being 0.50 c.f.s. adjudicated in Case No. W-1381 (Water Division 7) with an appropriation date of April 15, 1894 (priority F-30) (consolidated from the Ogden Ditch adjudication in Case No. 1751); and 0.50 c.f.s. adjudicated in Case No. W-1382 (Water Division 7), with an appropriation date of April 25, 1894 (priority F-40) (consolidated from the Shirmer Ditch adjudication in Case No. 1751); and as changed in Case No. 83CW19 (Water Division 7).

All water rights decreed to the Spring Valley Pipeline, including 2.5 c.f.s. in Case No. 83CW114, and all water rights decreed in Case No. 83CW19.

SUBJECT TO distribution utility easements (including cable TV); inclusion of the lands conveyed hereby within any special taxing district; the benefits and burdens of any declaration and party wall agreements, if any; building, zoning and platting laws, ordinances and state and federal regulations; reservations and rights of way contained in U.S. Patents recorded in Book 8 at Page 229, and in Book 83 at Page 159, and in Book 150 at page 527, and in Book 150 at Page 528 and in Book 23 at Page 82; right of way and easement of sufficient width for the practical and economical construction, operation and perpetual maintenance of a pipeline for transportation of water as granted to the City of Durango in instrument recorded in Book 206 at Page 10; right of way to operate and maintain telephone and telegraph lines as granted in instrument recorded in Book 224 at Page 130; easement for access road and an easement for power and coaxial cable line as granted in instrument recorded in Book 337 at Page 207 and extension agreement recorded in Book 476 at Page 370; easement, road right of way as granted in instrument recorded in Book 479 at Page 532; easement as granted in instrument recorded in Book 516 at Page 285; permit to use access road and to erect and maintain a power and coaxial cable line as granted in instrument recorded under Reception No. 367541; oil, gas and other minerals conveyed, excepted or reserved in instruments recorded in Book 338 at Page 470 and as Reception Nos. 363814, 430849, 468133 and 480587, and any and all assignments thereof or interests therein; non-exclusive easement for access, utility and water well placement, maintenance and repair as conveyed in instrument recorded as Reception No. 478667; the effect of water decree recorded as Reception No. 488917 and Motion to Amend recorded as Reception No. 494557; terms, provisions, conditions, restrictions and obligations as contained in Contract with the Board of County Commissioners of La Plata County recorded as Reception No. 491169; easement as conveyed to Thomas R. and Carolyn M. Casagram-Villelli recorded under Reception No. 763022; easement conveyed to Daryl Z. Crites and David R. Hall in instrument recorded under Reception No. 777851; the effect of the Edgemont Ranch Master Plan 1996 Project No. 96-128 Plat as recorded under Reception No. 719177; easement conveyed to the United States of America in instrument recorded under Reception No. 838110.

Ex

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Linda J. Daley
Laplata County, CO

STATE DOCUMENTARY FEE
DATE 5-3-04
\$ 246.00

BARGAIN AND SALE DEED

THIS DEED, Made this 1st day of March, 2004, between Thomas R. Villelli and Rancho Durango, Ltd., a California Limited Partnership, of the County of La Plata and State of Colorado, grantor, and Gorton Family Partnership, LLLP, whose legal address is 3883 County Road 207, Durango, CO 81301, grantee,

WITNESSETH, That the grantor, for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the grantee, its heirs, successors and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of La Plata and State of Colorado, described as follows,

All grantor's right, title and interest in the Abling-Cash Ditch, adjudicated in Case No. 1751 (Water Division 7), with an appropriation date of May 15, 1883 (priority F-15), and with an appropriation date of June 1, 1878 (priority F-4); including not less than forty "Units" of Abling-Cash Ditch water (one unit of Abling-Cash Ditch water includes 0.01 c.f.s. of F-4 water and 0.0062 c.f.s. of F-15 water), and 0.4048 c.f.s. of F-4 water and 0.2510 c.f.s. of F-15 water in the Abling-Cash Ditch.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor, either in law or equity, in and to the above bargained property, with its appurtenances.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

RANCHO DURANGO, LTD., a California Limited Partnership

By: Villelli Enterprises, Inc., General Partner

By: Thomas R. Villelli
Thomas R. Villelli, Vice President

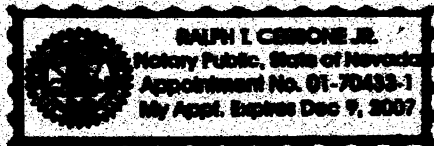
Thomas R. Villelli
Thomas R. Villelli, individually

STATE OF NEVADA)
COUNTY OF CLARK) ss.

The foregoing instrument was acknowledged before me this 01 day of March, 2004, by Thomas R. Villelli, individually, and by Thomas R. Villelli, Vice President of Villelli Enterprises, Inc., as General Partner of Rancho Durango, Ltd., a California Limited Partnership.

My Commission Expires: 12-09-2007 WITNESS my hand and official seal.

Ralph I. Gibson Jr.
NOTARY PUBLIC



RETURN TO: Tom Gorton Const.
211 Rock Point Dr #107
Durango, CO 81301

WARRANTY DEED

STATE DOCUMENTARY FEE
DATE 10-14-05
\$ 120.00

THIS DEED, Made this 14th day of October, 2005,
between

RANCHO DURANGO LTD, a California Limited Partnership

of the County of _____ and State of _____, grantor and

GORTON FAMILY PARTNERSHIP, LLLP, a Colorado Limited Liability Limited Partnership

whose legal address is 3883 County Road 207
Durango, Colorado 81301

of the County of La Plata and State of Colorado, grantee:

WITNESSETH, That the grantor, for and in consideration of the sum of

TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION _____

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, its heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of La Plata, State of Colorado, described as follows:

SEE EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

also known by street and number as: TBD, Durango, CO 81301

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee, its heirs and assigns forever. And the grantor, for itself, its successors and assigns, does covenant, grant, bargain, and agree to and with the grantee, its heirs and assigns, that at the time of the sealing and delivery of these presents it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances, and restrictions of whatever kind or nature soever, except

taxes for the year 2005 as payable in the year 2006 and as set forth above in connection with the description of the lands conveyed hereby.

The grantor shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the grantee, its heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

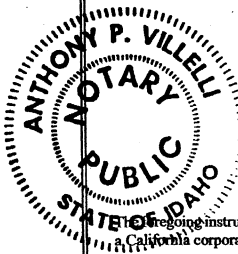
IN WITNESS WHEREOF, The grantor has caused its company name to be subscribed hereto, on the date set forth above.

RANCHO DURANGO LTD, a California Limited Partnership

By: **VILLELLI ENTERPRISES, INC. General Partner**

By: *Richard A. Villelli*
RICHARD A. VILLELLI, President

By: *Thomas R. Villelli*
THOMAS R. VILLELLI, Vice President



STATE OF ID)
County of Bernalillo) ss.

The foregoing instrument was acknowledged before me this 14th day of October, 2005, by RICHARD A. VILLELLI, as President of Villelli Enterprises, Inc., a California corporation, as General Partner of Rancho Durango Ltd, a California Limited Partnership.

My commission expires
2/16/2006

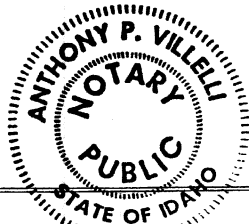
Witness my hand and official seal.
[Signature]
Notary Public

STATE OF ID)
County of Bernalillo) ss.

The foregoing instrument was acknowledged before me this 14th day of October, 2005, by THOMAS R. VILLELLI, as Vice President of Villelli Enterprises, Inc., a California corporation, as General Partner of Rancho Durango Ltd, a California Limited Partnership.

My commission expires
2/16/2006

Witness my hand and official seal.
[Signature]
Notary Public



*Gorton Family Partnership LLC
3883 CR 207
Durango CO 81301*

107243023

EXHIBIT A

PARCEL I:

ALL THAT PORTION OF THE SE1/4SE1/4 OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 8 WEST, N.M.P.M., COUNTY OF LA PLATA, STATE OF COLORADO, LYING NORTH OF COUNTY ROAD 240 AND SOUTH OF FLORIDA RIVER ESTATES RESUBDIVISION ACCORDING TO THE PLAT THEREOF FILED FOR RECORD FEBRUARY 5, 1965 UNDER RECEPTION NO. 332288.

PARCEL II:

ALL THAT PORTION OF SE1/4SE1/4 OF SECTION 7, SW1/4SW1/4 OF SECTION 8, NW1/4NW1/4 OF SECTION 17 AND NE1/4, SE1/4NW1/4, NE1/4SW1/4 AND NW1/4SE1/4 OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 8 WEST, N.M.P.M., COUNTY OF LA PLATA, STATE OF COLORADO, LYING SOUTHEASTERLY OF COUNTY ROAD 234.

LESS AND EXCEPT SPRING VALLEY RANCH AT EDMONT RANCH ACCORDING TO THE PLAT THEREOF FILED FOR RECORD DECEMBER 20, 1996 UNDER RECEPTION NO. 719398.

ALSO LESS AND EXCEPT FLORIDA RIVER ESTATES RESUBDIVISION ACCORDING TO THE PLAT THEREOF FILED FOR RECORD FEBRUARY 5, 1965 UNDER RECEPTION NO. 332288.

ALSO LESS AND EXCEPT TRACT DESCRIBED IN WARRANTY DEED FROM EDMONT RANCH TO CHARLES SHAFER, II RECORDED MAY 3, 1982 UNDER RECEPTION NO. 469076.

PARCEL III:

LOTS 4, 7 AND 8 OF SPRING VALLEY RANCH AT EDMONT RANCH, COUNTY OF LA PLATA, STATE OF COLORADO, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD DECEMBER 20, 1996 UNDER RECEPTION NO. 719398.

PARCEL IV:

LOT 9 OF SPRING VALLEY RANCH AT EDMONT VALLEY RANCH LOTS 9 AND 10 BOUNDARY ADJUSTMENT, COUNTY OF LA PLATA, STATE OF COLORADO, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD APRIL 29, 2005 UNDER RECEPTION NO. 907940.

TOGETHER WITH, but as to which grantor makes no warranty as to title, any and all water and water rights, appropriated, adjudicated or historically used on or for the benefit of, or in connection with activities conducted on the lands conveyed hereby, including, but not limited to water and water rights listed in Exhibit B and all water wells whether or not registered or permitted, and the water and ditch rights represented thereby; subject to such agreements, orders and restrictions as may be in place for the purpose of delivery, use and transfer of said water.

RESERVING, HOWEVER, unto grantor, its successors and assigns, a non-exclusive access and utility easement for the benefit of Lot 6 of Spring Valley Ranch at Edgemont Ranch over Erin Rose Lane as shown on plat filed for record December 20, 1996 as Reception No. 719398 from Spring Valley Ranch at Edgemont Ranch to County Road 234.

SUBJECT TO distribution utility easements (including cable TV); inclusion of the lands conveyed hereby within any special taxing district; the benefits and burdens of any declaration and party wall agreements, if any; reservations and rights of way contained in United States patents recorded in Book 8 at Page 228 and 229, and Book 23 at Page 430; ditch right of way as described in deed recorded in Book 139 at Page 314, Book 131 at Page 313, Book 12 at Page 399, Book 42 at Page 260, and Book 204 at Page 371; ditch easement as claimed on plat recorded in Book 41 at page 366; right of way for telephone line purposes recorded in Book 104 at Pages 209 and 214 and Book 224 at Page 130; right of way for water pipeline as set forth in Book 137 at Page 558, Book 206 at Page 10 and Book 194 at page 386; all coal reserved in instrument recorded in Book 62 at Page 177; easement granted in instrument recorded in Book 42 at Page 260; perpetual easement and right of way granted in instrument recorded in Book 131 at Page 313; mineral and geological hazard as designated in instrument recorded under Reception No. 401417; any tax, assessments, fees or charges by reason of inclusion of the subject property in the Edgemont Ranch Metropolitan District and the Edgemont Ranch Homeowners Association and the Spring Valley Ranch at Edgemont Ranch Association; conservation easement as set forth in instrument recorded under Reception No. 472243 and amendment recorded under Reception No. 517654 and assignment recorded under Reception No. 520538 and addendum recorded under Reception No. 489339 and agreement recorded under Reception No. 530199; terms, conditions, provisions, restrictions and obligations as contained in decree recorded under Reception No. 488917 and amendment recorded under Reception No. 494557; terms, conditions, provisions, restrictions and obligations contained in contract recorded under Reception No. 491169; gas and other minerals conveyed, excepted or reserved as set forth in deeds recorded in Book 338 at Page 470 and under Reception Nos. 363814 and 468133, and any and all assignments thereof or interests therein; terms, conditions, provisions, restrictions and obligations as contained in permit recorded under Reception No. 506159; terms, conditions, provisions, restrictions and obligations as contained in lease and option agreement recorded under Reception No. 592145 and in memorandum recorded under Reception No. 689780; easement as set forth in instruments recorded under Reception Nos. 746802, 746803 and 746806 and assignment recorded under Reception No. 877037; terms, conditions and provisions as contained in bylaws of Edgemont Metropolitan District recorded under Reception No. 681827; terms, conditions, provisions, restrictions and obligations as contained in declaration and purchase option recorded under Reception No. 855091 and consent to sale and transfer of property recorded under Reception No. 868138; easement for telecommunication facilities recorded under Reception Nos. 854623 and 854624; the effect of the Edgemont Ranch master plan 1996 project no. 96-128 plat recorded under Reception Nos. 719177, 869939 and 874737; easement as reserved in instrument recorded under Reception No. 779029; easement recorded under Reception Nos. 837796 and 879346; easement recorded under Reception No. 477204; terms, conditions, provisions, restrictions and obligations as contained in contract recorded under Reception No. 779321; covenants, conditions and restrictions for Spring Valley Ranch at Edgemont Ranch as set forth in instrument recorded under Reception No. 719399 and amendment recorded under Reception No. 720944 and 752024; terms, conditions, provisions, restrictions and obligations as contained in disclaimer recorded under Reception No. 729261; terms, conditions, provisions, restrictions and obligations as contained in indemnification covenant recorded under Reception No. 907941; easements, restrictions, plat notes, notices, general dedications and all other matters as shown and set forth on plat recorded under Reception Nos. 719398 and 907940; existing leases and tenancies, if any.

EXHIBIT B
WATER RIGHTS

All water rights decreed to the Spring Valley Lake Reservoir, including 124.6 acre-feet in Case No. 83CW19.

All water rights decreed to the Florida River Old Channel Fishing Diversion in Case No. 86CW82 (Water Division No. 7), including 5.0 c.f.s. for May through October, and 2.0 c.f.s. for November through April.

All right, title and interest in City of Durango water taps or water rights, including but not limited to 0.60 c.f.s. in priorities F-1, F-2 and F-3.

All rights, title and interest in the Highline Ditch.

1.0 cubic feet of water per second of time from the Ogden-Shirmer Ditch, being the consolidation of the Ogden Ditch and Shirmer Ditch under decrees of the District Court of Water Division No. 7 in Case Nos. W-1381-75 and W-1382-75 and said 1.0 c.f.s. originating as 0.50 c.f.s. from the Ogden Ditch, Florida River Priority No. F-30 as adjudicated on November 8, 1923 in the Water District 30 General Adjudication, Case No. 1751 in the District Court of La Plata County with an appropriation date of April 25, 1894, and 0.50 c.f.s. from the Shirmer Ditch, Florida River Priority No. F-40, as adjudicated on November 8, 1923 in Water District 30 General Adjudication, Case No. 1751 in the District Court of La Plata County with an appropriation date of April 25, 1894, and the water and ditch rights represented thereby, subject to the terms of the Decree entered in Case No. 83CW19 before Water Division No. 7 of said District Court.

0.50 cubic feet of water per second of time from Bog Springs, as adjudicated on January 1, 1972 in Case No. W-849 before the District Court of La Plata County, and the water and ditch rights represented thereby.

10 shares of the capital stock of Florida Canal Ditch Company and the water and ditch rights represented thereby.

197 acre feet of water annually from the Florida Water Conservancy District and the water and ditch rights represented thereby used on, or in connection with activities on the property to which this exhibit is attached.